

**MAIL TO:**

STATE OF UTAH  
 DIVISION OF PURCHASING  
 3150 STATE OFFICE BUILDING, CAPITOL HILL  
 P.O. BOX 141061  
 SALT LAKE CITY, UTAH 84114-1061  
 TELEPHONE (801) 538-3026  
<http://purchasing.utah.gov>

**Invitation to Bid**Solicitation Number: **JG4077**Due Date: **12/09/03 @ 2:00 PM**

Date Sent: November 24, 2003

**Statewide Contract**

Goods and services to be

**PORTABLE TRAFFIC DATA COLLECTIONS EQUIPMENT****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person	
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)	
Minimum Order		Company's Internet Web Address	
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u>  The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____			
Offeror's Authorized Representative's Signature		Print or type name and title	Date
State of Utah Division of Purchasing Approval  Douglas G. Richins, Director		Date	Contract Number

**STATE OF UTAH**  
**DIVISION OF PURCHASING**

**Invitation to Bid**

**Solicitation Number: JG4077**

**Due Date: 12/09/03**

Vendor Name:

Description
THE STATE OF UTAH SOLICITS BIDS FOR PORTABLE TRAFFIC DATA COLLECTION EQUIPMENT PER THE ATTACHED SPECIFICATIONS.
THIS IS AN INVITATION TO BID, THEREFORE, YOU MAY EITHER HAND DELIVER OR MAIL IN YOUR BID RESPONSE. BIDS RESPONSES THAT ARE FAXED IN WILL <b>NOT</b> BE CONSIDERED.
FOR QUESTIONS REGARDING THE SPECIFICATIONS PLEASE CONTACT TRACIE MONTANO @ (801) 964-4534. FOR QUESTIONS REGARDING THE BID PROCESS PLEASE CONTACT JARED GARDNER @ (801) 538-3342.

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

**1. BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

**2. SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

**6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any

special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**7. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) the contract will be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

**9. ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**11. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov)

(Revision 14 Mar 2003 - IFB Instructions)

# **Specifications for Portable Traffic Data Collection Equipment JG4077**

The following are the minimum specification for the purchase of traffic counter classifiers:

## **I. Traffic Counting and Classification System: Portable traffic data collection equipment**

### **A. General Description**

1. All applicable portions of the specifications apply to all items to be furnished under this section.
2. All equipment furnished shall be the manufacturer's latest, first line production model complete with all standard accessories, tested and delivered by a domestic manufacture who has been regularly engaged in the construction of such equipment.
3. Bids on equipment differing in minor detail maybe considered, but such differences shall be clearly stated and described in the bid.
4. All equipment furnished shall be compatible with the existing software and hardware now in service with the Utah Department of Transportation's Data Collection Divisions.
5. A complete service manual, including mechanical and electrical specifications, installation, adjustment, operation and servicing information, SCHEMATICS AND WIRING DIAGRAMS, and a cross reference for all component parts and manufacturers shall be provided with the supplied units.
6. Servicing must be available. The name and location of service outlets shall be provided.
7. Training shall be provided (at no additional cost) once a year throughout the length of the contract.
8. This bid may result in a State wide contract for a period of three (3) years with no renewal options.

## B. TECHNICAL INFORMATION

1. Functions: Minimum functionality for Counter/Classifiers shall include volume counting, speed, length, vehicle type, head way or gap classification. The Counter/Classifiers shall have the ability to measure and collect Weigh-In-Motion (WIM) data with the addition of an optional WIM module. Any three classifications shall be related and recorded simultaneously or any two related to lane or direction and recorded. The type and format of data to be collected must be selected or programmed from a integral menu driven keyboard and display.
2. 2. Power Source: one rechargeable six volt/10 ampere hour batter with external charging port.
3. Temperature Range: minus 40F to 150F
4. Recording Intervals: 1 to 60 minutes in intervals evenly divisible into 60 and 60 to 1440 in intervals divisible by 60.
5. Count Rate: 20 counts per second, 150 vehicles per minute, 9,999 vehicles per lane per hour. 9.999 vehicles per count interval.
6. Memory Storage: 128k bytes minimum data storage for each unit.
7. Removable Data Storage: Counter shall utilize a removable P.C. card. The PC Card will allow retrieval of recorded data onto card for remote processing. The PC card will provide additional functionality to load setup files or setup information including classification tables directly from P.C. card to field equipment. Equipment must also have capability of storing and recording data directly to P.C. card.
8. External Connections:
  - 1 ea. UL and CSA certified connector for computer interface and/or printer interface.
  - 1 or 2 ea. UL & CSA certified connections for 4 to 24 loop detection whichever is needed.
  - Up to 4 air switch connections for road tubes.
9. Basic Electronics: CMOS microprocessor, (Intel 80C186 equivalent or faster) based modular plug in boards to allow field service and optional expansion for additional functions.
10. Controls: Keypad style input panel shall have large rubberized buttons (for use while wearing gloves). Keypad also shall have alpha/numeric input capability and a 20

digit by 4 line LCD display. Keypad/Control panel will allow equipment to be configured, programmed and tested.

11. Test and Calibration: Counter Display screen will show automatic indication of battery status with voltage display, display of loop detector operation, ability to change sensor spacing specification in unit for calibration purposes, and operator selectable air switch.

## 12. Set-up Features:

- Date & Time
- 12 digit alpha-numeric station number
- 12 digit alpha-numeric I.D. number
- Number of lanes by direction
- Select a program setup file from an optional take away PCMCIA memory card.
- Select one of the currently resident program setup files from a previous setup.
- Reprogram completely from the keypad.
- Ability to save the current program to a setup file for future use.
- Real time displays of vehicle data or recorder diagnostics, as viewed on the LCD display, may be output directly to a laptop computer, to a printer or to a remote computer.
- Up to 15 speed bins
- Up to 15 classification bins
- Up to 15 length bins
- Up to 15 headway and gap ranges
- Up to 15 WIM bins
- Regular intervals with three separate peak intervals with selective start and stop times
- Three headings; columns, rows, section
- Selective start stop times
- Selective baud rate (up to 19,200 Baud) parity, data bits, stop bits
- Selective totals; grand, midnight, 24 hour, interval, column
- Inductive loop tuning through keypad
- Viewing of five categories simultaneously

### 13. Specifications for WIM Option:

- Weigh-In-Motion (WIM) Card must have a minimum of 8 inputs.
- Weigh-In-Motion (WIM) Card and cable connectors must integrate with counter/classifier by a simple plug-in installation into the counter/classifier.
- Weigh-In-Motion (WIM) Card must be fully compatible with Counter/Classifiers to be bid.
- Weigh-In-Motion (WIM) Card must be able to accurately weigh vehicles in motion with the use of two (2) Class I Piezos only (no loops in array).
- Weigh-In-Motion (WIM) Card must be able to auto-calibrate using any vehicle type and any axle of that vehicle.
- Weigh-In-Motion (WIM) Card must be able to auto-calibrate with or without temperature compensation incorporated into auto-calibration factor.
- Weigh-In-Motion (WIM) Card must be capable of portable or permanent applications.
- Weigh-In-Motion (WIM) Card must be able to provide real time vehicle information for immediate viewing of critical data (vehicle type, lane of travel, number of axles, and vehicle count) allowing easy calibration of WIM card.
- Weigh-In-Motion (WIM) Card must be accurate to +/- 10% on gross vehicle weight.

### 14. Specifications for Non Intrusive Traffic Radar Sensor (NIDS):

- NIDS Sensor must be auto-configuring and auto-calibrating. Will automatically configure all lanes, rapidly determine direction of traffic and cancel out background noise by observing traffic flow.
- NIDS Sensor will utilize Digital Wave Radar technology to measure vehicle presence, volume, occupancy and speed.
- NIDS Sensor will contain no serviceable parts such as batteries. Sensor shall be flash upgradeable. Changes in lane configuration at site will be performed by quick auto-recalibration of sensor.
  - A. Operate at 24 volts DC.
  - B. Operating temperature -4° F to +158° F.
  - C. Humidity 5% to 95%.
  - D. Enclosed in a finished waterproof and corrosion resistant case.
  - E. Mounting height between 17 and 40 feet above road surface.
  - F. All setup controller programs and diagnostic software shall be provided to run on
    - the Windows 98 and newer Windows based operating systems.
    - Software updates
    - shall be provided free of charge during the warranty period.
  - G. True Presence.

- H. Shall provide volume, occupancy and speed on a per lane basis. Accuracy as follows:
  1. (2). Sensor Performance. The RVSD shall provide accurate, real-time volume, average speed and occupancy data for up to eight lanes of traffic simultaneously, and detections shall be correctly separated into three vehicle classifications. This information shall be available to existing controllers or LCUs via contact closure cards, and to other systems via serial communication lines.
  2. Additionally, the RVSD shall meet overall accuracy requirements specified herein under the following installation and environmental conditions:
  3. In either side-fire (side mounting) or forward-fire (overhead mounting) installations, and
  4. In all weather, including extreme conditions such as rain, freezing rain, snow, wind, dust, fog and changes in temperature and light.
  5. Test data demonstrating or proving performance shall be provided.
  6. Volume data shall be accurate within 5% of truth for any direction of travel in nominal conditions. Individual lane accuracy shall be within 10 % of truth during nominal conditions. Nominal conditions mean traffic is flowing with speeds greater than 10 miles per hour, with less than 10 % truck traffic per lane and at least 30% of each vehicle visible above roadway barriers for true sensor detection.
  7. Volume accuracy shall be verified by comparing recorded video to the RVSD detections. The number of missed vehicles and false detections shall be recorded. Errors shall be calculated by dividing the difference between missed and false detections by the total number of vehicles. To ensure low variability in performance, missed and false detections shall not exceed 15%. Such performance analysis shall be provided for the following environments:
    - a. Free flowing traffic (speeds greater than 45 mph)
    - b. Congested traffic (speeds from 15 to 40 mph)
    - c. Stop and go traffic

- d. Traffic with a lane roughly 10 feet beyond a concrete barrier
- e. 20 foot and 200 foot lateral offset- simultaneous performance
- f. Average Speed data shall be accurate within 5 mph for any direction of traffic, for all conditions involving more than 16 cars in an interval. Speed accuracy for individual lanes shall be accurate within 10 mph for all traffic conditions and similar intervals.
- g. Speed accuracy shall be verified with radar gun, or video speed trap using the frame rate as a time reference.
- h. Occupancy data shall be accurate within 10% of truth for any direction of travel when occupancy is less than 30%. Lane occupancy shall be accurate within 20% in similar conditions. Test data verifying this performance shall be provided.
- i. Classification data shall be accurately determined for 90% of detected vehicles. Vehicles shall be separated into three classifications. Test data verifying this performance shall be provided.
- j. Performance Maintenance. The RVSD shall not require cleaning or adjustment to maintain performance. It shall not rely on battery backup to store configuration information. Once the sensor is calibrated, it shall not need recalibration to maintain performance unless the roadway changes. In that case, the RVSD's remote connectivity shall allow operators to reconfigure and recalibrate the sensor automatically.
- k. (3). RF Performance. The RVSD shall transmit on a frequency of 10.50 – 10.55 GHz +/- 25 MHz or 24.00 – 24.25 GHz. Transmitter power shall not exceed 10 milliwatts.
- l. The RVSD's maximum detection range shall be as follows:
  - m. 3 dB Elevation Beam Width: > 65 degrees
  - n. 3 dB Azimuth Beam Width: < 15 degrees

- o. Side Lobes: < -20 dB
- p. Range: 3 meters to 60 meters (10 feet to 200 feet)
- q. The sensor shall comply with the limits for a Class A digital device, pursuant to Part 15 of the FCC rules or the appropriate Spectrum Management Authority. The detector shall not interfere with any known equipment, including Pacemakers, or be a hazard to the public as specified by the FCC certification under Part 15, Subpart 15.250.
- r. The manufacturer shall provide all test results proving compliance to all FCC and department specifications

- I. Side Fire mounting.
- J. Optically isolated relay contact closure for interface to a ATMS Cabinet input file emulating inductive loops.
- K. Must be addressable to support multi-location monitoring into a single ATMS equipment cabinet.
- L. All cables as specified by the manufacturer.
- M. Capable of detecting up to 8 lanes over 190 feet from a single detector, located in a side-fire mounting configuration from a single pole.
- N. Sensor shall interface with a laptop computer via a DB-9 connector plugged into the computer's RS232 port.

- NIDS MOUNTING EQUIPMENT

1. Provide clamp kit, mounting hardware, pipe, shims, grommet, and all additional equipment as indicated by the manufacturer and in plans to attach NID assembly.
2. All mounting hardware to be Stainless Steel.

- NIDS SURGE SUPPRESSION

- General characteristics (typical):

- Typical application: RS-422.
- Surge: 36 kA.
- Turn-on at 10 mA: +2.8/-0.6 V dc.
- Resistance: 1 Ohm.
- Capacitance: 30 pF.
- Energy: 310 ft-lbs.
- Let-through: less than +10/-1 Vp (peak open circuit voltage at max current).
- -3dB (600 Ohms) BW: 95Mhz.
- Temperature: -40° F to +185° F.
- Storage/Operating +122° F.

C. Traffic Counter Accessories: To be Included with each Unit

- 1 battery charger for each unit
- 1 padlock for security with each unit
- 1 wiring harness for each unit requiring one

D. Warranties:

Warranties for a two (2) year period from date of delivery. The manufacturer or his agent shall repair or replace at no charge any unit that fails or does not function properly. Will provide technical assistance (fully paid) on site to aid in repairs or replacement of faulty equipment, unless the failure due to misuse, accident or damage occurring after delivery.

E. Specific information to be provided:

- 1. Cost of an extended one year warranty
- 2. All maintenance requirements
- 3. Bidders must submit a list of similar systems in operation they have furnished and include users name and address and telephone number if possible.

F. Options: Following Items to be listed and priced separately:

- 1. Solar Power option
- 2. PCMCIA Socket option
- 3. 8 Loop option with PCMCIA Socket
- 4. 2 additional road tube switches
- 5. PCMCIA Memory Card in 1MB, 2MB, & 4MB capacities
- 6. Data Module
- 7. 8 Input Weigh-In-Motion (WIM) Card & Wire Harness
- 8. Quick Disconnect Waterproof Box for Piezo connections to counter/classifier.
- 9. Multi Lane Traffic Classifier (Up to 24 Loop or 24 Piezo Capability) AMP BL Class  
1 Piezo-(8 Footers & 12 Footers)
- 10. Non-Intrusive Traffic Radar Sensor (NIDS)
- 11. Non-Intrusive Traffic Radar Sensor with internal CDPD Modem
- 12. NIDS Mounting Back Plate with Sensor Mount
- 13. NIDS Sensor Cable-100 ft.
- 14. NIDS Terminating Block
- 15. 2 Channel Detector Card for NIDS
- 16. 4 Channel Detector Card for NIDS
- 17. External Contact Closure Emulator for NIDS

18.900 MHz Radio Modem for NIDS

G. Provide Pricing Information for all **related** miscellaneous Items not called out in this specification. Please attach to bid sheet.

H. All bids will be submitted with an approximate delivery date and include prepaid freight cost.

I. Effective dates:

This bid may result in a State wide contract for a period of three (3) years with no renewal options.

**JG4077**  
**Bid Sheet**

<b>Item</b>	<b>Description</b>	<b>Bid</b>
1	Portable Traffic Data Collection Unit	\$
<b>Options</b>		
2	One Year Extended Warranty	\$
3	Solar Power option	\$
4	PCMCIA Socket option	\$
5	8 Loop option with PCMCIA Socket	\$
6	2 additional road tube switches	\$
7	PCMCIA Memory Card in 1MB, 2MB, & 4MB capacities	\$
8	Data Module	\$
9	8 Input Weigh-In-Motion (WIM) Card & Wire Harness	\$
10	Quick Disconnect Waterproof Box for Piezo connections to counter/classifier.	\$
11	Multi Lane Traffic Classifier (Up to 24 Loop or 24 Piezo Capability) AMP BL Class 1 Piezo-(8 Footers & 12 Footers)	\$
12	Non-Intrusive Traffic Radar Sensor (NIDS)	\$
13	Non-Intrusive Traffic Radar Sensor with internal CDPD Modem	\$
14	NIDS Mounting Back Plate with Sensor Mount	\$
15	NIDS Sensor Cable-100 ft.	\$
16	NIDS Terminating Block	\$
17	2 Channel Detector Card for NIDS	\$
18	4 Channel Detector Card for NIDS	\$
19	External Contact Closure Emulator for NIDS	\$
20	900 MHz Radio Modem for NIDS	\$

**Standard Contract Terms and Conditions**  
**State of Utah, Statewide Contracts**  
**ATTACHMENT A (Invitation for Bids)**

**1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

**2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

**3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.

**4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

**5. AUDIT OF RECORDS:** The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

**6. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the state of Utah to any officer or employee of the state or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

**7. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the State to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the State. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State will not be deemed to be employees or agents of the Contractor.

**8. HOLD HARMLESS:** The Contractor will release, protect, indemnify and hold the State and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

**9. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

**10. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**11. AMENDMENTS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.

**12. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.

**13. CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled without cause by the State upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.

**14. TAXES:** Bid prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K

**15. WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**16. PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid.

**17. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

**18. QUANTITY ESTIMATES:** The State does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

**19. DELIVERY:** The prices bid will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

**21. PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

**22. FIRM BID PRICES:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening.

**23. PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this bid will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

**24. ORDERING AND INVOICING:** Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The state contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices on file with the Division of Purchasing. The State has the right to adjust any invoice reflecting incorrect pricing.

**25. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) APurchasing Card.® All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

**26. MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.

**27. BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.

**28. INSPECTIONS:** Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the

circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**29. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

**30. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

**31. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future bid solicitations.

**32. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**33. HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**34. NON-COLLUSION:** By signing the bid the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

**35. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

**36. CONFLICT OF TERMS:** In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

**37. LOCAL WAREHOUSE AND DISTRIBUTION:** The Contractor will maintain a reasonable amount of stock warehoused in the state of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

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